

2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

## TRANSMITTAL FORM

Today's Date:	<u>02/24/2021</u>	Department:	<u>110 - County Judge</u>
Contract No.:	<u>C-17-184-06-27</u>	Effective Date:	<u>06.27.2017</u>
Description of Project:	<u>Amendment</u>		
Awarded Vendor:	<u>TWG</u>		
CC Approval on	<u>02/23/2021</u>	AI-	<u>79641</u>

### Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Robert Viña
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Heidi Ortiz ext. 4877

### **ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

Cont. Purchasing - Pct. 1 Agenda

18 B.1

Professional Engineering Services Agreement (C-20-516-10-13) to provide General Management, Coordination, Road Infrastructure Assessment and Report Compilation for year 2020 for Precinct No.1.

- 2. AI-79635 Acceptance and approval of Work Authorization No. 1 with an estimated cost of \$19,668.64 as submitted by Raba Kistner, Inc. through On-Call Professional Engineering Services Agreement (C-20-215-06-16) - Construction Materials & Geotechnical Testing Services for the Mile 5 1/2 West (M10-M11 1/2) Road Project in Precinct No.1.

C. Pct. 2

- 1. AI-79678 Requesting authority to enter into a lease agreement approximately (4 weeks/ 5 day week/ 8 hour day) for a Loader and Grapple Excavator operators with Big D Tractor through our membership/participation with cooperative purchasing program, PCA-3-170-17 with a total monthly amount of \$ 59,700.00. with authority to increase if necessary subject to complete line item/product and pricing verification by the Purchasing Dept.

D. Pct. 3

- 1. AI-79677 A. Documentation/record purposes to HCCC that pursuant to provision/article 1.6 [Closure Term] of the Lease Agreement #C-17-017-12-13/E-17-332-12-19 between Hidalgo County [Pct. 3] Jose Ramirez, Jr. for use and known as the Penitas Landfill has terminated as per Texas Commission on Environmental Quality [TCEQ] acceptance of Certification of Final Facility Closure in accordance with the approved closure plan and applicable regulations and is now under the Post-Closure Period as more specifically described in attached supporting documentation with required notices to Lessor sent by lease provisions.

- B. Pursuant to First Amendment to Lease of Land [five (5) acres for use as a citizen collection station] #C-18-170-11-20 between Hidalgo County [Pct. 3] and Jose Ramirez, Jr. action to re-activate and continue the original term of three (3) years with an effective date to coincide with final closure of landfill of 02-02-21 with lease payments to commence accordingly.

- 2. AI-79442 Requesting acceptance and approval of final construction contract [including TXDOT concurrence letter] with REIM Construction, Inc. for "Mile 3 N Project" (from Goodwin Rd to Tom Gill Rd) located in Precinct No. 3, in the amount of \$14,028,648.44 (awarded by HCCC on 01-26-21 AI #79135).

E. Pct. 4

- 1. AI-79641 Approval of Amendment #3 to C-17-184-06-27, Nassri-Warren Group Architects, Inc. for Design and Construction of Sunflower Park for Hidalgo County Precinct No. 4.

F. Constables

- AI-79608 Constable Pct. 3: Approval to purchase two (2) 2021/2022 Chevy Tahoe's through our membership/participation with HGAC Buy Contract No# VE11-20 (exp 10/31/2023) with Caldwell Country Chevrolet in the amount of \$83,391.00 which includes a HGAC fee of \$600.00, through Requisition #427000



- a. EXHIBIT D (Scope of Services and Rate Schedule of the Agreement, as amended) referenced in the "B101" TABLE OF ARTICLES is replaced with a new EXHIBIT D, which is attached hereto as ATTACHMENT A and made a part of the Agreement.
- b. Reference to Sunflower Park in any documents related to this agreement shall have the same meaning as the referenced Memorial Park.

2. **Ratification.** Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect, and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

**EXECUTED** and effective as of the day and year first written above.

**NASSRI-WARREN GROUP ARCHITECTS, INC.**

By: \_\_\_\_\_  
Laura N. Warren  
AIA Principal and President

**COUNTY OF HIDALGO**

By: Richard Cortez  
Richard Cortez, County Judge

**ATTEST:**



Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk

Approved by Commissioner's Court on: 2/23/21  
APPROVED BY COMMISSIONERS' COURT  
IN: 2/23/21

**APPROVED AS TO FORM:**  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: Robert Viña III  
Robert Viña III, Assistant District Attorney

# **ATTACHMENT A**

**EXHIBIT D**

**TO**

**AMENDMENT No. 3**

**TO**

**AGREEMENT BETWEEN THE COUNTY OF HIDALGO  
and NASSRI-WARREN GROUP ARCHITECTS, INC.**

**for**

**(Design and Construction of Sunflower Park for Hidalgo County Precinct 4)**

**C-17-184-06-27**



804 S. Main Street, McAllen, TX 78501

January 25, 2021

Ms. Ellie Torres  
Commissioner Precinct 4  
1051 N. Doolittle Rd.  
Edinburg, Texas 78542  
Phone: 956-383-3112

Re: HIDALGO COUNTY PRECINCT NO. 4  
SUNFLOWER PARK RENOVATIONS AND ADDITIONS  
PROFESSIONAL SERVICES PROPOSAL

Dear Ms. Torres:

It has been a pleasure working with you and your staff. We greatly appreciate the continued opportunity in working with you and Hidalgo County, Precinct 4. As requested, following is our proposal of services for the design of the renovations and additions of the Sunflower Park located at 107 and Sunflower Road Edinburg, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly. If our scope of services and fees are approved, we will proceed to prepare an AIA 201 contract for design to include this as an exhibit.

| UNDERSTANDINGS AND ASSUMPTIONS:

- The Site area is approximately 16.84 acres.
- The design will be executed to allow for the different park features to be done in Phases.
- This proposal includes Structural, Electrical and Plumbing Engineering Services.
- This proposal includes Landscape and Irrigation Design.
- The Park Design will be re-designed to include the following:
  - Single row additional parking.
  - Fast-pitch softball field with four-row aluminum bleachers.
  - One open basketball court.
  - Regulation Soccer field with four sets of (2) two row bleachers. This field will be striped to allow for half field practices and little league games.
  - Add two, six table/bench pavilion features to allow for small outdoor parties.
  - Adjust Public Lighting Design to cover getting lighting to the existing pavilion as part of the Infrastructure Design.
  - TWG will coordinate with Play System Vendor retained by Precinct 4 to incorporate vendor design to meet the playground project objectives.
  - Walking trails with lighting.
  - Add grill stations at each existing and new picnic bench location.
  - 10x24 Storage/Mechanical Room. The Mechanical Room will be used to house the mechanical equipment for the splash pad and will not be air conditioned.
  - Marque Road Sign (Alternate #1)
  - Add Service road for maintenance vehicles
- This proposal excludes Mechanical Engineering Design Services. (not needed for this scope)
- This proposal includes Plumbing Engineering Design Services for Splash Pad - Play equipment.
- This proposal excludes Civil Engineering (surveying). TWG will coordinate with Precinct 4 Consultant Civil Engineer for the Civil Engineering Design delivery to meet these project objectives.
- This proposal excludes Soil Testing.

- This proposal excludes Environmental Testing.
- This proposal excludes Geotechnical Services.

We propose to provide the following scope of services for this project for the stipulated sum fees for Phase I respectively.

| PHASE I MASTER PLAN/SCHEMATIC DESIGN SERVICES 10%:

Rendered Site Plan  
Digital 3D Color Rendering

Based on Owner provided property survey and project information, our team had an initial meeting with PCT. 4 Commissioner Torres and her authorized representatives desired scope and program; our team will develop a Preliminary Site Plan and issued for review and approval. Our team incorporated any changes- comments as made by Commissioner Torres. Based on the approved Site plan, our team will prepare a Tri-dimensional rendered Site Plan and will provide a digital copy for Precinct 4 website and promotion of the project.

| CONSTRUCTION DOCUMENTS 60%:

Based on the approved Master Plan/Schematic Design, our team will develop the Phase I Master Plan Construction Documents, for the following as they may apply:

- Architectural, Electrical, and Plumbing Engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.
- Structural Engineering documents will include framing plans and associated foundation and framing details based on Owner provided geotechnical soils report and building design development package. Structural Design will also include, if needed, the footing design for the monument signs and a dumpster enclosure.
- Landscape and Irrigation Design

| BIDDING PHASE 10%:

Our team will provide the plans in PDF format and post on our secured share file program. We will schedule and conduct a Pre-Bid Conference meeting along with B2Z engineers and issue addendums on our sharefile addressing any questions that general contractors (bidders) may have. Our team will attend the bid opening and work with B2Z to research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

| BASE CONSTRUCTION PHASE 20%:

Nassri-Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction.
- Review contractor's monthly construction estimates and provide recommendation of payment.
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders.
- Review and evaluate shop drawings.
- Review and evaluate materials and performance tests.
- Prepare a "punch list" to determine final completion of contract.
- Conduct a final inspection and report on the completion of the project.

| **BASE FEE TOTAL TO BE 6% OF THE CONSTRUCTION COSTS**

| ADDITIONAL SERVICES:

Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: OUR TEAM WILL NOT PROVIDE-BILL FOR ADDITIONAL SERVICES UNLESS PREVIOUSLY APPROVED IN WRITING BY THE AUTHORIZED REPRESENTATIVE:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.

- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.
- As Built Drawings.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES

All out of pocket expenses associated with the services provided will be reimbursed at cost plus zero percent. These fees may include travel expenses, mileage (.55/mile), printing and reproduction costs, delivery costs, and jurisdictional review fees, Texas Accessibility plan review and inspection fees, long distance phone costs, computer plots, postage, consulting engineer additional services, and special additional consultants. These reimbursable expenses are in addition to the architectural fees for services provided.

In House Plot/Print Rates:

Computer Plots

Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 5.00/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each

| LIMITATION OF LIABILITY

To the maximum extent permitted by law, the owner agrees to limit the Architect and Consultant's liability to their total sum of fees paid respectively. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

| AGREEMENT

Our professional fees are valid through December 31, 2021. Our hourly fees are based on staff salaries and expenses, and are subject to adjustment on January 1st of each year. This proposal will serve as the agreement upon execution of signing below. Either party may void this contract within seven (7) days of written notice. Nassri-Warren Group Architects, Inc., will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date. If the terms of this proposal meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

**Submitted by:**

**Accepted by:**

  
 \_\_\_\_\_  
 Laura N. Warren, AIA  
 Nassri-Warren Group Architects, Inc.

\_\_\_\_\_  
 Ms. Ellie Torres  
 Commissioner Precinct 4

January 25, 2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Nassri-Warren Group Architects, Inc. dba The Warren Group Architects, Inc.  
 McAllen, TX United States

Certificate Number:  
 2021-715753

Date Filed:  
 02/10/2021

Date Acknowledged:  
 02/10/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

The County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C-17-184 - Amendment #3  
 Professional Services for Sunflower Park Renovations and Additions for Hidalgo County Precinct No. 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Warren Group Architects, Inc.	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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The County of Hidalgo

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	The Warren Group Architects, Inc.	McAllen, TX United States	X	

**5 Check only if there is NO Interested Party.**

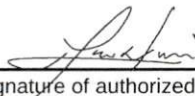
**6 UNSWORN DECLARATION**

My name is Laura Nassri Warren, and my date of birth is 10-19-1968.

My address is 804 S. Main Street, McAllen, TX, 78501, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 10 day of February, 2021.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)